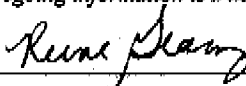


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): WACHOVIA BANK, NATIONAL ASSOCIATION <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other - National Bank Association Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies) Name: WELLS FARGO FOOTHILL, INC. Internal Address: 2450 Colorado Avenue, Suite 3000 Street Address: City: Santa Monica State: CA Zip: 90404 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - California <input type="checkbox"/> Other: _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Assignment of Security Interest in Patent and Trademark Collateral Execution Date: August 30, 2004					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached schedules Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			B. Trademark Registration No.(s) See attached schedules		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Reine H. Glanz, Esq. Internal Address: Schulte Roth & Zabel LLP Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022			6. Total number of applications and registrations involved: 75 7. Total fee (37 CFR 3.41)..... \$ 1890 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: No. 50-0675 - Schulte Roth & Zabel LLP (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> Reine H. Glanz, Esq. Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div> September 8, 2004 Date </div> </div> <div style="text-align: center; margin-top: 10px;"> 19 <small>Total number of pages including cover sheet, attachments, and document.</small> </div>					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

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TRADEMARK
REEL: 002934 FRAME: 0602

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SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date
Salton, Inc.	BABY GEORGE	2641085	10/22/02
Salton, Inc.	BIG DIPPER	2286260	10/12/99
Salton, Inc.	BREADMAN	1815338	1/4/94
Salton, Inc.	CHOP...MIX...DIP	2296624	11/30/99
Salton, Inc.	CURL MATES	2286162	10/12/99
Salton, Inc.	GEORGE FOREMAN	2638382	10/22/02
Salton, Inc.	GEORGE FOREMAN	2656646	12/3/02
Salton, Inc.	GREAT EGGS	2361065	6/27/00
Salton, Inc.	INSTANT STEAM	2341664	4/11/00
Salton, Inc.	JUICELADY	2033023	1/21/97
Salton, Inc.	JUICEMAN	1452938	8/18/87
Salton, Inc.	JUICEMAN	1767700	4/27/93
Salton, Inc.	JUICEMAN JR.	1790133	8/31/93
Salton, Inc.	LA SALSA	2476045	8/7/01
Salton, Inc.	LIL DIPPER	2282039	9/28/99
Salton, Inc.	LIVING COLOR	2289296	10/26/99
Salton, Inc.	NUTRITIONIST	2635560	10/15/02
Salton, Inc.	SANTA FE RICE	2414359	12/19/00
Salton, Inc.	TEX MEX	2644691	10/29/02
Salton, Inc.	WONDER PEELER	2298565	12/7/99
Salton, Inc.	WRAP MASTER	2274888	8/31/99
Toastmaster Inc.	BAGEL PERFECT	2095872	9/9/97
Salton, Inc.	BLOCK (AND DESIGN)	752528	7/9/63
Salton, Inc.	BLOCK (AND DESIGN)	752522	7/9/63
Toastmaster Inc.	BREAD BOX	1839930	6/14/94
Toastmaster Inc.	BREADMAKER'S HEARTH	2207624	12/1/98
Toastmaster Inc.	CHOPSTER	1808348	11/30/93
Toastmaster Inc.	COOL STEEL	1698347	6/30/92
Toastmaster Inc.	COOL STEEL (AND DESIGN)	1743011	12/29/92
Toastmaster Inc.	CORNER BAKERY	2206121	11/24/98
Salton, Inc.	DREAM MACHINE	2148129	3/31/98
Toastmaster Inc.	ESKIMO	214404	6/22/26
Toastmaster Inc.	ESKIMO (STYLIZED)	233519	10/4/27
Toastmaster Inc.	GRILLER'S CHOICE	2409582	11/28/00
Toastmaster Inc.	HANDI-PAN	1139544	9/16/80
N/A	HEATUBE (STYLIZED)	635483	10/9/56
Salton, Inc.	HOTRAY	756336	9/10/63
Salton, Inc.	HOTSPOT	1230984	3/15/83
Toastmaster Inc.	INGRAHAM	2281671	9/28/99

Grantor	Mark	Registration Number	Registration Date
Toastmaster Inc.	INGRAHAM SINCE 1831 (STYLIZED)	1842876	7/5/94
Salton, Inc.	INSTANT RECALL	2428686	2/13/01
Toastmaster Inc.	KITCHEN DIMENSIONS	1319211	2/12/85
Toastmaster Inc.	KITCHEN DIMENSIONS	1423768	1/6/87
Salton, Inc.	LEAN MEAN FAT REDUCING GRILLING MACHINE	2281280	9/28/99
Salton, Inc.	LEAN MEAN FAT REDUCING GRILLING MACHINE (AND DESIGN)	2281289	9/28/99
Toastmaster Inc.	MASTERMIND	1210332	9/28/82
Salton, Inc.	MAXIM EXPRESS	1315614	1/22/85
Salton, Inc.	SALTON	1338910	6/4/85
Salton, Inc.	SALTON	1356510	8/27/85
Salton, Inc.	SALTON	2296229	11/30/99
Salton, Inc.	SIMPLY BREAD	2162352	6/2/98
Toastmaster Inc.	SNACKSTER	1658919	10/1/91
Toastmaster Inc.	SOFT-TECH	2175389	7/21/98
Salton, Inc.	STIFFEL	1078331	11/29/77
Salton, Inc.	STIFFEL	2707321	4/15/03
Salton, Inc.	THREE FOR ALL	1364358	10/8/85
Toastmaster Inc.	TIMEMASTER	1105990	11/14/78
N/A	TOASTMASTER	699340	6/14/60
Toastmaster Inc.	TOASTMASTER	889665	4/21/70
Toastmaster Inc.	TOASTMASTER (AND DESIGN) (OLD)	359929	9/6/38
Toastmaster Inc.	TOASTMASTER (AND DESIGN) (OLD)	714252	4/18/61
Toastmaster Inc.	TOASTMASTER HEATLOG (AND DESIGN)	1292094	8/28/84
Toastmaster Inc.	TRIPLE LOOP DESIGN	973277	11/20/73
Sonex International Corp.	ULTRASONEX	1943560	12/26/95
Salton, Inc.	VITAMIN BAR	1778831	6/29/93
Toastmaster Inc.	WAFFLE EXPRESS	2119677	12/9/97
Salton, Inc.	WESTCLOX	859671	11/5/68
Salton, Inc.	WESTCLOX	108232	1/18/16
Salton, Inc.	WET TUNES	1321969	2/26/85

U.S. TRADEMARK APPLICATIONS

Grantor	Mark	Serial Number	Application Date
Salton, Inc.	BIG GEORGE	76/079164	N/A
Salton, Inc.	GEORGE FOREMAN	76/079163	N/A

Grantor	Mark	Serial Number	Application Date
Salton, Inc.	GEORGE FOREMAN LEAN MEAN CONTACT ROASTING MACHINE	76/353220	12/26/01
N/A	GEORGE JR.	76/091202	N/A
Salton, Inc.	GO GEORGE GO	76/353218	12/26/01
Salton, Inc.	SPA THERAPY	76/404637	5/8/02
Sonex International Corp.	ULTRASONEX (AND DESIGN)	Unfiled	N/A

**ASSIGNMENT OF SECURITY INTEREST IN PATENT AND TRADEMARK
COLLATERAL**

THIS ASSIGNMENT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL ("**Assignment**"), dated as of August 30, 2004, by **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national bank association, as collateral agent under the Credit Agreement referred to below (in such capacity, "**Assignor**"), for the benefit of **WELLS FARGO FOOTHILL, INC.**, a California corporation, as successor collateral agent under the Credit Agreement referred to below (in such capacity, together with any successors and assigns in such capacity, "**Assignee**").

RECITALS:

WHEREAS, the Borrower Parties (as defined in the Credit Agreement), Assignor, Silver Point Finance, LLC, a Delaware limited liability company, as the co-agent, syndication agent, documentation agent (in such capacities, "**Co-Agent**"), arranger and book runner, and the financial institutions from time to time parties thereto (collectively, the "**Lenders**") are parties to the Amended and Restated Credit Agreement, dated as of May 9, 2003, and amended and restated as of June 15, 2004 (as further amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, as security for the obligations under the Credit Agreement, the Borrower Parties entered into the Patent and Trademark Security Agreement, dated as of May 9, 2003 (the "**Security Agreement**"; capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Security Agreement), in favor of Assignor, which was (a) with respect to Grantors' Patents, recorded at the United States Patent and Trademark Office on or about June 3, 2003 at Reel/Frame No. 014108/0719 and on or about June 17, 2003 at Reel/Frame Nos. 014178/0492 and 014152/0851, and (b) with respect to Grantors' Trademarks, filed for recordation with the United States Patent and Trademark Office on or about May 3, 2004;

WHEREAS, pursuant to the Security Agreement, the Borrower Parties pledged and granted to Assignor, in its capacity as collateral agent for the Lenders, and Assignor accepted, a security interest in and to all of the right, title and interest of the Borrower Parties in the Patent and Trademark Collateral, whether then existing or thereafter acquired by the Borrower Parties (the "**Assigned Interest**"), including without limitation, the following:

- a. all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;
- b. all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule II hereto;
- c. all reissues, continuations or extensions of the foregoing;
- d. all goodwill of the business connected with the use of, and symbolized by, each Patent, Patent License, Trademark and Trademark License; and

e. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Patent, any Patent licensed under any Patent License, any Trademark or any Trademark licensed under any Trademark License;

WHEREAS, pursuant to the Assignment and Acceptance Agreement, dated as of the date hereof ("Assignment Agreement"), Assignee is acquiring certain Revolving Loans (as defined in the Credit Agreement) and a portion of the Revolver Commitment (as defined in the Credit Agreement) and certain rights and obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) with respect thereto; and

WHEREAS, in connection with the Assignment Agreement, certain of the Borrower Parties, Co-Agent, Lenders, Assignor and Assignee entered into the Resignation and Appointment Agreement, dated as of the date hereof, pursuant to which, among other things, Assignor resigned as collateral agent for the Lenders, and the requisite Lenders appointed Assignee as collateral agent for the Lenders ~~under~~ the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, without recourse, representation or warranty, does hereby convey, sell, assign, transfer and set over unto Assignee for the benefit of the Agent, Co-Agent and the Lenders all of its right, title and interest in and to the Assigned Interest.

IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent, as Assignor

By: 


Name: Gene Wilson

Title: Director

Assignment of Security Interest in
Patent and Trademark Collateral

Acknowledged and Agreed:

WELLS FARGO FOOTHILL, INC., as Agent

By: 
Name: Gracie An
Title: VP

Assignment of Security Interest in
Patent and Trademark Collateral

TRADEMARK
REEL: 002934 FRAME: 0609

SCHEDULE I

Patents and Patent Licenses

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS

Grantor	Patent Name	Number	Issue Date
Toastmaster, Inc.	BREAD STICK RACK FOR PORTABLE BREAD OVENS	5890421	4/6/99
Toastmaster, Inc.	TEMPERATURE SENSITIVE TIMING ASSEMBLY FOR TOASTER APPLIANCE	5901639	5/11/99
JB Research, Inc.	MASSAGING SYSTEM SEAT CUSHION	D393563	4/21/98
JB Research, Inc.	MASSAGING SYSTEM SEAT CUSHION	D398804	9/29/98
JB Research, Inc.	MASSAGING SYSTEM SEAT CUSHION	D399696	10/20/98
JB Research, Inc.	MASSAGING SYSTEM SEAT CUSHION	D399674	10/20/98
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D399697	10/20/98
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D404602	1/26/99
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D407257	3/30/99
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D393976	5/5/98
JB Research, Inc.	MASSAGE SYSTEM SEAT CUSHION	D399695	10/20/98
Trillium Health Products, Inc.	JUICE EXTRACTORS	5495795	3/5/96
	SPEED CONTROLS	5417152	5/23/95
Trillium Health Products, Inc.	JUICE EXTRACTORS	5355784	10/18/94
Trillium Health Products, Inc.	JUICE EXTRACTORS WITH SPLASH PREVENTION	5257575	11/2/93
Salton, Inc.	APPLIANCE MOUNTING APPARATUS	4660793	4/28/87
	SEGMENTED PAD	D402149	12/8/98
JB Research, Inc.	MASSAGING APPARATUS HAVING TRANSFORMABLE PAD	5836900	11/17/98
JB Research, Inc.	MASSAGE UNIT WITH REPLACEABLE HOT AND COLD PACKS	5902256	5/11/99
	MASSAGING CHAISE LOUNGE	D394559	5/26/98
JB Research, Inc.	MICROCONTROLLER BASED MESSAGE SYSTEM	6039702	3/21/00
Toastmaster, Inc.	ELECTRIC APPLIANCE HAVING A PROXIMITY SENSOR	6307182	10/23/01
Salton, Inc.	CONTROL UNIT	D452570	12/25/01
GTC Properties, Inc.	CLOCK RADIO	D402655	12/15/98
GTC Properties, Inc.	CLOCK	D408297	4/20/99
GTC Properties, Inc.	CLOCK	D409498	5/22/99
GTC Properties, Inc.	CLOCK	D409499	5/11/99
GTC Properties, Inc.	CLOCK	D409500	5/11/99
GTC Properties, Inc.	CLOCK	D406535	3/9/99
GTC Properties, Inc.	CLOCK	D413272	8/31/99
GTC Properties, Inc.	CLOCK	D413812	9/14/99
GTC Properties, Inc.	CLOCK	D414119	9/21/99
GTC Properties, Inc.	CLOCK	D429234	8/8/00
GTC Properties, Inc.	CLOCK	D437236	2/6/01
GTC Properties, Inc.	CLOCK	D437238	2/6/01
GTC Properties, Inc.	CLOCK	D443523	6/12/01

Grantor	Patent Name	Number	Issue Date
GTC Properties, Inc.	CLOCK	D443524	6/12/01
Voice It Worldwide, Inc.	VOICE RECOGNITION INTERFACE APPARATUS AND METHOD FOR INTERACTING WITH A PROGRAMMABLE TIMEKEEPING DEVICE	5794205	8/11/98
GTC Properties, Inc.	TRANSFORMERLESS LED DIGITAL ALARM CLOCK	6147935	11/14/00
	INFORMATION RETRIEVAL AND PRESENTATION SYSTEMS WITH DIRECT ACCESS TO RETRIEVABLE ITEMS OF INFORMATION	5751369	5/12/98
Coach Master International Corporation	OPERATION OF INFORMATION/ENTERTAINMENT CENTERS	5764304	6/9/98
Coach Master International Corporation	DATA STORAGE DEVICES	5801784	9/1/98
Coach Master International Corporation	INFORMATION ENTERTAINMENT SYSTEMS WITH USER PROMPTS	5833470	11/10/98
Coach Master International Corporation	METHODS OF PRODUCING DATA STORAGE DEVICES FOR WHICH CAN BE USED TO COASH USERS IN THE PERFORMANCE OF USER-SELECTED TASKS	5898462	4/27/99
	EDUCATIONAL AND TRAINING DEVICES AND METHODS	5961333	10/5/99
Coach Master International Corporation	KEYBOARD (I)	6215420	4/10/01
	EDUCATIONAL- INSTRUCTIONAL/ENTERTAINMENT CENTER	D393854	4/28/98
CMi Worldwide, Inc.	FLAT SCREEN APPLIANCE	D437837	2/20/01
Coach Master International Corporation	WATERPROOF REMOTE CONTROL DEVICE	D458250	6/4/02
Sonex International, Inc.	ORBITALLY OR RECIPROCALLY VIBRATING METHOD FOR INTERPROXIMAL PLAQUE REMOVAL	5827064	10/27/98
Sonex International, Inc.	INTERDENTAL PLAQUE REMOVER METHOD FOR INTERPROXIMAL PLAQUE REMOVAL	D422707	4/11/00
Salton, Inc.	INTERACTIVE VOICE RECOGNITION DIGITAL CLOCK	6310833	10/30/01
Icebox, LLC	APPLIANCE WITH MULTIPLE MODES OF OPERATION	6532004	3/11/03
Icebox, LLC	APPLIANCES WITH THE INTERNET ACCESS	6490726	12/3/02
Icebox, LLC	INTEGRATED APPLIANCE	D455132	4/2/02
Icebox, LLC	APPLIANCES	6466278	10/15/02
GTC Properties, Inc.	CLOCK	D444074	6/26/01
	CAN OPENER/ORGANIZER	6470521	10/29/02

Grantor	Patent Name	Number	Issue Date
Lectrix, LLC	TOASTER/BREADBOX	D465690	11/19/02
Lectrix, LLC	ELECTRIC SALAD SPINNER	6343546	2/5/02
Lectrix, LLC	PASTA MACHINE	6523457	2/25/03
Lectrix, LLC	HAND-HELD VACUUM	D456573	4/30/02
Lectrix, LLC	CAN OPENER/ORGANIZER	6374443	4/23/02

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS - PART II

Grantor	Patent Name	Patent Number	Issue Date
Salton, Inc.	CONTROL UNIT	D473,314	4/15/03
	ROASTER (DESIGN)	D472,758	4/8/03
Salton, Inc.	CLOCK	D475,301	6/3/02
	CLOCK	D475,635	6/10/03

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
U.S. PATENT APPLICATIONS

Title	Application Number	Application Date
OPERATING SYSTEM UPGRADING	09/478,922	1/6/00
CLOCK	29/165,454	8/9/02
COMBINATION SLICER/TOASTER	09/810,023	3/16/01
RAINBOW PROJECTION LIGHT	09/796,308	2/28/01
COOKING SYSTEM FOR SENSING THE STATUS OF A FOOD ITEM	10/044,619	1/10/02
MASSAGE DEVICE IMPROVEMENTS	60/261,700	1/12/01
MASSAGE DEVICE	09/586,307	6/2/00
APPLIANCE FOR MAKING SWEETENED BEVERAGES	60/326,946	10/4/01
CONNECTOR	29/153,460	1/8/02
MICROCONTROLLER BASED MASSAGE SYSTEM	09/242,007	5/28/99
INTERACTIVE VOICE RECOGNITION DIGITAL CLOCK	09/452,018	7/25/00
MULTI-DOOR SINGLE CHAMBER OVEN APPARATUS	10/219,855	8/15/02
REMOTE PROGRAMMING OF RADIO PRESET STATIONS OVER A NETWORK	10/001,260	11/1/01
REMOTE UPDATING OF INTELLIGENT HOUSEHOLD APPLIANCES	10/003,041	11/1/01
INTELLIGENT COFFEEMAKER APPLIANCE	10/001,261	11/1/01
INTELLIGENT OVEN APPLIANCE	10/003,734	11/1/01
INTELLIGENT BREADMAKER APPLIANCE	10/000,783	11/1/01
INTELLIGENT MICROWAVE OVEN APPLIANCE	10/000,784	11/1/01
INTELLIGENT HOUSEHOLD NETWORKED APPLIANCES	10/001,253	11/1/01
APPLIANCE WITH TV AND INTERNET MODES OF OPERATION	09/730,519	12/5/00
MULTIMODE APPARATUS WITH COMMUNICATION AND CONTROL FEATURES	09/534,223	3/24/00
INTEGRATED UNITS WITH HOME SECURITY AND MONITORING CAPABILITIES	09/116,825	7/16/98
INTEGRATED UNITS WITH DIAGNOSTIC CAPABILITIES	09/116,785	7/16/98
WATERPROOF KEYBOARD	29/132,593	11/10/00
INTEGRATED STORAGE CONTAINER FOR AN ATTACHMENT TO A PERSONAL GROOMING TOOL	10/068,325	2/6/02
SURFACE PATTERN FOR A STORAGE CONTAINER	29/155,267	2/6/02
METHOD AND APPARATUS FOR IDENTIFYING AN ALARM CONDITION IN A COOKING APPARATUS	10/213,874	8/6/02
ROASTER	60/347,531	1/11/02
CLOCK WITH PRESSURE SENSITIVE SIGNAL SOURCE	10/044,050	1/11/02

Title	Application Number	Application Date
SURFACE PATTERN FOR A STORAGE CONTAINER	29/155,266	2/6/02
METHODS AND SYSTEMS FOR PROTECTING CIRCUIT	10/126,262	4/19/02
METHODS AND SYSTEMS FOR ALERTING A USER TO CLEAN APPLIANCE	10/126,871	4/19/02
METHODS AND SYSTEMS FOR QUICKLY HEATING ITEMS	10/126,108	4/19/02
APPARATUS FOR SHARPENING BLADES	10/280,211	10/25/02
PERSONAL CARE DEVICE SUPPORT	10/218,923	8/14/02
ADAPTER	60/402,440	8/9/02
MASSAGE DEVICE	10/337,600	1/7/03
SIGNAL DEVICE	10/256,773	9/27/02
APPARATUS FOR MAKING SWEETENED BEVERAGES	10/264,808	10/4/02
COMBINED TOASTER/BREADBOX	10/099,527	3/15/02
CAN OPENER/ORGANIZER WITH SPICE RACK AND CUTLERY SET FEATURES	10/282,399	10/29/02
TOASTER/BREADBOX	29/171,193	11/18/02
SIFTER ATTACHMENT FOR MIXER	10/055,300	11/13/01
MIXER/SIFTER	09/836,635	4/17/01
APPARATUS AND METHOD FOR A SMART KITCHEN APPLIANCE	09/809,970	3/16/01
INTEGRAL SINGLE USE COFFEE FILTER	29/174,069	1/10/03
SINGLE SERVE COFFEE MAKER	29/174,066	1/10/03
PASTA MACHINE	10/358,349	2/5/03
COMBINATION SLICER/TOASTER	10/345,970	1/17/03
TIMER	10/417,044	4/16/03
APPARATUS FOR MAKING BREWED COFFEE	60/468,115	5/2/03
INTELLIGENT MICROWAVE OVEN APPLIANCE	10/429,051	5/2/03

SCHEDULE II

Trademarks and Trademark Licenses

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT
U.S. TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date
Salton, Inc.	BABY GEORGE	2641085	10/22/02
Salton, Inc.	BIG DIPPER	2286260	10/12/99
Salton, Inc.	BREADMAN	1815338	1/4/94
Salton, Inc.	CHOP...MIX...DIP	2296624	11/30/99
Salton, Inc.	CURL MATES	2286162	10/12/99
Salton, Inc.	GEORGE FOREMAN	2638382	10/22/02
Salton, Inc.	GEORGE FOREMAN	2656646	12/3/02
Salton, Inc.	GREAT EGGS	2361065	6/27/00
Salton, Inc.	INSTANT STEAM	2341664	4/11/00
Salton, Inc.	JUICELADY	2033023	1/21/97
Salton, Inc.	JUICEMAN	1452938	8/18/87
Salton, Inc.	JUICEMAN	1767700	4/27/93
Salton, Inc.	JUICEMAN JR.	1790133	8/31/93
Salton, Inc.	LA SALSA	2476045	8/7/01
Salton, Inc.	LIL DIPPER	2282039	9/28/99
Salton, Inc.	LIVING COLOR	2289296	10/26/99
Salton, Inc.	NUTRITIONIST	2635560	10/15/02
Salton, Inc.	SANTA FE RICE	2414359	12/19/00
Salton, Inc.	TEX MEX	2644691	10/29/02
Salton, Inc.	WONDER PEELER	2298565	12/7/99
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Salton, Inc.	BLOCK (AND DESIGN)	752528	7/9/63
Salton, Inc.	BLOCK (AND DESIGN)	752522	7/9/63
Toastmaster Inc.	BREAD BOX	1839930	6/14/94
Toastmaster Inc.	BREADMAKER'S HEARTH	2207624	12/1/98
Toastmaster Inc.	CHOPSTER	1808348	11/30/93
Toastmaster Inc.	COOL STEEL	1698347	6/30/92
Toastmaster Inc.	COOL STEEL (AND DESIGN)	1743011	12/29/92
Toastmaster Inc.	CORNER BAKERY	2206121	11/24/98
Salton, Inc.	DREAM MACHINE	2148129	3/31/98
Toastmaster Inc.	ESKIMO	214404	6/22/26
Toastmaster Inc.	ESKIMO (STYLIZED)	233519	10/4/27
Toastmaster Inc.	GRILLER'S CHOICE	2409582	11/28/00
Toastmaster Inc.	HANDI-PAN	1139544	9/16/80
N/A	HEATUBE (STYLIZED)	635483	10/9/56
Salton, Inc.	HOTRAY	756336	9/10/63
Salton, Inc.	HOTSPOT	1230984	3/15/83
Toastmaster Inc.	INGRAHAM	2281671	9/28/99

Grantor	Mark	Registration Number	Registration Date
Toastmaster Inc.	INGRAHAM SINCE 1831 (STYLIZED)	1842876	7/5/94
Salton, Inc.	INSTANT RECALL	2428686	2/13/01
Toastmaster Inc.	KITCHEN DIMENSIONS	1319211	2/12/85
Toastmaster Inc.	KITCHEN DIMENSIONS	1423768	1/6/87
Salton, Inc.	LEAN MEAN FAT REDUCING GRILLING MACHINE	2281280	9/28/99
Salton, Inc.	LEAN MEAN FAT REDUCING GRILLING MACHINE (AND DESIGN)	2281289	9/28/99
Toastmaster Inc.	MASTERMIND	1210332	9/28/82
Salton, Inc.	MAXIM EXPRESS	1315614	1/22/85
Salton, Inc.	SALTON	1338910	6/4/85
Salton, Inc.	SALTON	1356510	8/27/85
Salton, Inc.	SALTON	2296229	11/30/99
Salton, Inc.	SIMPLY BREAD	2162352	6/2/98
Toastmaster Inc.	SNACKSTER	1658919	10/1/91
Toastmaster Inc.	SOFT-TECH	2175389	7/21/98
Salton, Inc.	STIFFEL	1078331	11/29/77
Salton, Inc.	STIFFEL	2707321	4/15/03
Salton, Inc.	THREE FOR ALL	1364358	10/8/85
Toastmaster Inc.	TIMEMASTER	1105990	11/14/78
N/A	TOASTMASTER	699340	6/14/60
Toastmaster Inc.	TOASTMASTER	889665	4/21/70
Toastmaster Inc.	TOASTMASTER (AND DESIGN) (OLD)	359929	9/6/38
Toastmaster Inc.	TOASTMASTER (AND DESIGN) (OLD)	714252	4/18/61
Toastmaster Inc.	TOASTMASTER HEATLOG (AND DESIGN)	1292094	8/28/84
Toastmaster Inc.	TRIPLE LOOP DESIGN	973277	11/20/73
Sonex International Corp.	ULTRASONEX	1943560	12/26/95
Salton, Inc.	VITAMIN BAR	1778831	6/29/93
Toastmaster Inc.	WAFFLE EXPRESS	2119677	12/9/97
Salton, Inc.	WESTCLOX	859671	11/5/68
Salton, Inc.	WESTCLOX	108232	1/18/16
Salton, Inc.	WET TUNES	1321969	2/26/85

U.S. TRADEMARK APPLICATIONS

Grantor	Mark	Serial Number	Application Date
Salton, Inc.	BIG GEORGE	76/079164	N/A
Salton, Inc.	GEORGE FOREMAN	76/079163	N/A

Grantor	Mark	Serial Number	Application Date
Salton, Inc.	GEORGE FOREMAN LEAN MEAN CONTACT ROASTING MACHINE	76/353220	12/26/01
N/A	GEORGE JR.	76/091202	N/A
Salton, Inc.	GO GEORGE GO	76/353218	12/26/01
Salton, Inc.	SPA THERAPY	76/404637	5/8/02
Sonex International Corp.	ULTRASONEX (AND DESIGN)	Unfiled	N/A